

# Exhibit 43

*Le v. Zuffa*

Motion to Dismiss Hearing Transcript

(Septwember 25, 2015)

(excerpted)

2:15-cv-01045-RFB-PAL

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3  
4 CUNG LE, et al.,

5 Plaintiffs,

6 vs.

7 ZUFFA, LLC, d/b/a Ultimate  
8 Fighting Championship and  
UFC,

9 Defendants.

)  
)  
) Case No. 2:15-cv-01045-RFB-PAL  
)  
) Las Vegas, Nevada  
) Friday, September 25, 2015  
) 4:00 p.m.  
)  
) MOTIONS HEARING  
)

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11  
12  
13 REPORTER'S TRANSCRIPT OF PROCEEDINGS

14 THE HONORABLE RICHARD F. BOULWARE, II,  
15 UNITED STATES DISTRICT JUDGE  
16  
17  
18

19 APPEARANCES: See Next Page

20 COURT REPORTER: Patricia L. Ganci, RMR, CRR  
United States District Court  
21 333 Las Vegas Boulevard South, Room 1334  
Las Vegas, Nevada 89101  
22

23 Proceedings reported by machine shorthand, transcript produced  
24 by computer-aided transcription.  
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1 the market, but let me let Mr. Isaacson respond.

2 MR. CRAMER: Thank you, Your Honor.

3 MR. ISAACSON: Sure. The thing that's unusual about  
4 the complaint or one of the things and about this slide is that  
5 the plaintiffs don't want you to read the actual contract  
6 provisions. The allegation of perpetuity is a conclusory  
7 allegation, and the complaint neither attaches the contracts --

8 THE COURT: Well, why would they have to?

9 MR. ISAACSON: Because the contracts don't say that.

10 THE COURT: Okay. But -- okay. We'll get back to --  
11 again, I understand that you want me to look at the contracts,  
12 and at some point if I deny the motion to dismiss, right, that's  
13 what will happen, but part of the issue, though, again that I  
14 focus you on is we're at the pleading stage. They have alleged  
15 that the contracts -- I mean, they've alleged actually five  
16 different things, but there are other parts of their allegations  
17 that talk about basically the contracts binding the fighters  
18 either in perpetuity or for the entirety of their career, which  
19 is basically I think the same in the context of the monopsony  
20 with respect to the fighters.

21 So why aren't these allegations enough? And I'm not --  
22 again, I'm not going to get into necessarily right now whether  
23 or not the contracts actually say that. They say that the  
24 contracts say that, and as you know, I am required at this point  
25 to draw all factual inferences and to accept the allegations in

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1 the complaint. Now, if it comes back and it turns out that  
2 that's not what they say and you prevail, obviously there are  
3 remedies for that. So it's not as if there isn't an opportunity  
4 to address that, but right now what I'm focussed on is that they  
5 have said and they have alleged fairly clear statements about  
6 fighters being bound in perpetuity.

7 MR. ISAACSON: Right. So Your Honor is not required to  
8 accept conclusory allegations such as that these things are in  
9 perpetuity. They don't quote contractual language saying that  
10 they're in perpetuity and they don't put any language in front  
11 of you that suggests that. So it's purely a legal conclusion  
12 that these things are in perpetuity. It's not an allegation  
13 that actually establishes it.

14 And it's really important because, you know, these  
15 principles that I'm talking about in the Ninth Circuit and where  
16 he's -- where counsel is saying, Look, two-year contracts,  
17 three-year contracts, your five-year contracts are okay, the  
18 Ninth Circuit, you know, and not in a motion to dismiss case, in  
19 the Omega Environmental case says short duration of agreements  
20 negates substantially the potential to foreclose competition and  
21 cites cases about two-year contracts.

22 We cited the Rheumatology case that I mentioned in  
23 addition to the PNY case and the Catholic healthcare case which  
24 were all motion to dismiss cases.

25 If --

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1 THE COURT: So I recognize and I agree with you the law  
2 says they can't be -- I think they said this fairly repeatedly.  
3 It can't be temporary harmful or short-term effects.

4 MR. ISAACSON: You don't go into expensive discovery  
5 based on --

6 THE COURT: Hold on. Let me finish.

7 MR. ISAACSON: I'm sorry. Yeah, my fault.

8 THE COURT: But, again, what I'm trying to focus you on  
9 is I understand and I could potentially understand as a lawyer  
10 being, let's say, dissatisfied with allegations that you think  
11 are completely factually erroneous which is kind of what you're  
12 suggesting basically.

13 MR. ISAACSON: That's not my point, Your Honor.

14 THE COURT: Well, your point, though, is then --  
15 because if they're not factually erroneous, if in fact the  
16 contracts do say that the, for example, the UFC has to match the  
17 offer -- has the right to match an offer after a contract  
18 expires, that's not a two- or three-year contract. That's  
19 forever.

20 MR. ISAACSON: Right. No, I understand. When I say  
21 that I'm not disagreeing on the grounds that it's factually  
22 erroneous, I believe lots of things in the complaint are  
23 factually erroneous, but as the Court has said, that's for  
24 later.

25 THE COURT: Right.